

City of Frisco



Government Access Channel Policy and Guidelines

Last Revised
September 22, 1997

I. **TITLE:**

Government Access Channel Policy and Guidelines
(Programming and Use of Frisco's Government Access Cable Channel)

II. **PURPOSE:**

To set forth rules and procedures governing the programming and use of Frisco's government access cable channel.

III. **POLICY:**

47 U.S.C. 531(b) authorizes the city as a franchising authority to adopt rules and procedures for the use of cable channel capacity designated for governmental use. Nothing contained herein is intended, nor shall it be construed, to create a public forum or limited public forum under the United States Constitution or the Texas Constitution.

IV. **DEFINITIONS:**

- A. **FGAC** shall mean the Frisco Government Access Channel.
- B. **CITY** shall mean the City of Frisco, Texas
- C. **COMMUNICATIONS SUB-COMMITTEE** shall mean the committee appointed by the City Council from its membership to oversee the cable franchising and the operation of the FGAC.
- D. **PUBLIC SERVICE ANNOUNCEMENT** or **COMMUNITY BULLETIN BOARD MESSAGE** shall mean announcements or messages generated by the City, Collin County, Denton County, the State of Texas, the government or any agency of the United States of America, a school district or institution of higher education, a public library, a civic organization, the Chamber of Commerce, and similar organizations. The announcements or messages shall be limited to notification of time and place of meetings and special events.

V. **RULES AND PROCEDURES:**

- A. Programming
 - 1. All programming shown on FGAC shall relate to governmental services, programs, or activities of the CITY other governments or governmental agency, subdivision or unit.
 - 2. All programming shown on FGAC is subject to the availability of CITY staff, equipment, facilities, and time. The CITY shall, in its sole discretion, have the right to refuse to air any program.

3. Programming that is shown shall be aired according to the following order of priority:
 - a. Emergencies affecting citizens' health or safety;
 - b. Regularly scheduled or special public meetings of the Frisco City Council or any of its boards or commissions, excluding any executive sessions thereof;
 - c. Informational series;
 - d. One-time, special or other public meetings or informational programs or recablecasts of public meetings;
 - e. Community bulletin board service (character generation); and
 - f. Public service announcements (PSAs)
4. Videotaped meetings and programs are subject to repeat airings. Repeat airings are intended to maximize the availability of the meeting and program to the viewing public. The frequency of repeat airings shall be in the sole discretion of the CITY, and shall generally be made until the next succeeding meeting or until the event that is the subject of a PSA or Community Bulletin Board Message has taken place.
5. Any party wishing to have a public service announcement or community bulletin board message shown on FGAC shall submit the proposed announcement or message in writing to the CITY at least 15 working days in advance of the proposed first date of airing. The CITY shall have the right to refuse to run any message or announcement that in the CITY's sole discretion it considers inappropriate for the FGAC.
6. The City Council through the COMMUNICATIONS SUB-COMMITTEE of the CITY shall have the right to re-evaluate and/or change its programming of the FGAC in its sole discretion.
7. Before a program produced or prepared by a party other than the CITY is scheduled for cable casting, it shall be reviewed by the CITY to determine whether it meets minimum technical and broadcast aesthetic standards of the CITY. Whether the program meets those standards shall be determined exclusively by CITY. No commercial or advertising material may be included in any such program. CITY shall have the right to edit the program so long as the editing does not alter

the factual content or overall intent of the material.

8. When, in its sole discretion, CITY determines that a program requires a disclaimer, the disclaimer shall read as follows:

The views expressed in the following program are not necessarily those of the City of Frisco, its City Council or employees.

9. No defamatory, slanderous, lewd, obscene or violent material or language will be allowed on FGAC. No program aired on FGAC shall contain any matter the use of which is subject to copyright, unless compliance with all applicable laws is established to CITY's satisfaction. CITY shall in its sole discretion determine whether any material or language is slanderous, lewd, obscene or violent, and with respect to the use of any matter subject to copyright whether all applicable laws have been met. Any request for a review of that determination shall be made and handled as provided in Section V.(B)(1); any reference therein to the "disposition" shall mean for purposes of this subsection the CITY's determination as to whether the material or language is slanderous, lewd or violent.
10. Election and campaign programming shall not be a permitted use of the FGAC.

B. Viewer Complaints Concerning Programming

1. A viewer may submit a written complaint to the CITY through the City Manager concerning programming, addressed as follows:

City Manager
Attn: Frisco Government Access Channel
P.O. Drawer 1100
Frisco, Texas 75034

To be considered, any such written complaint shall be submitted no later than 7 calendar days after the program is aired. The written complaint shall state the date and time the program was shown, the name of the program and the specific complaint. The City Manager shall, as soon as practicable, advise the viewer in writing of the disposition of the complaint. If the viewer is not satisfied with the disposition of the complaint, the viewer may request a review of the matter by the COMMUNICATIONS SUB-COMMITTEE as described in Section V.(B)(3) below.

2. When relevant to the viewer's complaint, CITY and COMMUNICATIONS SUB-COMMITTEE shall apply the following criteria in reaching a determination concerning the disposition of a complaint:
 - a. Technical quality;
 - b. Production quality;
 - c. Topic presentation;
 - d. Targeted audience;
 - e. Content of the program as it relates to the rules set out in this policy; and
 - f. CITY staff involvement, if any.
3. As stated in Section V.(B)(1) above, a viewer who is dissatisfied with the disposition of their written complaint may request a review of the matter by the COMMUNICATIONS SUB-COMMITTEE. In order to do so, the viewer shall no later than 7 calendar days after the date of CITY written notice of disposition submit a written request for review to the following address:

COMMUNICATIONS SUB-COMMITTEE
Attn: Frisco Government Access Channel
P.O. Drawer 1100
Frisco, Texas 75034

The request shall state why the viewer is dissatisfied with the disposition of the complaint and the action(s) the viewer wants the COMMUNICATIONS SUB-COMMITTEE to take. The COMMUNICATIONS SUB-COMMITTEE shall review the matter and send a written decision to the viewer as soon as practicable.

4. The right to seek review as set forth in Sections V.(B)(1) and (3) above shall be the viewer's exclusive remedy.
5. While the complaint and/or review process is pending, CITY shall have the right to continue or discontinue the cable casting of the program(s) which is the subject of the viewer's complaint.
6. Neither the City Manager or the COMMUNICATIONS SUB-

COMMITTEE shall consider a similar complaint made by the same viewer on the same program or material within one year after the date the viewer made the original complaint. No viewer shall have any right to seek review of a decision made by the COMMUNICATIONS SUB-COMMITTEE concerning the applicability of this provision.

C. Production of programming for Third Party

1. CITY shall have the right to produce programming for a third party if all the following conditions are met:
 - a. The party requesting the programming is a government or governmental agency, subdivision or unit;
 - b. In its sole discretion, CITY determines that it has available production staff, equipment, facilities and time to produce the programming; CITY shall, in its sole discretion, have the right to refuse to produce any programming for a third party; and
 - c. The party pays CITY for production of the programming according to the fee schedule attached hereto as Exhibit "A". Half of the fees due shall be paid to CITY when the production is ordered and the balance shall be paid at or before the time CITY delivers the final programming to the party. The City Manager is hereby authorized to approve changes to the fee schedule necessitated by increased production costs so long as those changes do not exceed 25% of the fees set forth in Exhibit "A".
2. CITY shall have no obligation to air any such programming on FGAC or other channel. CITY shall not provide any warranty or guarantee of workmanship on any product. CITY shall not be responsible or liable for content of any programming of a third party.

D. Rental of Program

1. Upon payment to CITY of a \$25 refundable deposit, any party may rent a program produced by CITY, other than programs produced for a Third Party and programs deemed to be protected by law.
2. The party shall within 72 hours return the program to CITY or CITY shall retain the party's \$25 deposit.
3. The party renting the program shall pay a \$25 deposit for each program rented.

E. Tape Duplication

Upon a request for records, in compliance with the Texas Open Records Act, the CITY will duplicate releasable tapes using the following procedures:

1. A written request is received and payment is made, in advance, for the duplication in accordance with the fee schedule set forth in Exhibit "A".
2. Due to the fact that the CITY will be contracting this service it will not guarantee the delivery date, the quality nor the life of the tape.
3. The tape to be duplicated is one produced by the CITY and not a video produced by CITY for a third party under Section V.(C) hereof. No tape shall be edited.
4. Videotapes of meetings shall not be considered the official record of meetings and shall not be treated as such.

EXHIBIT "A"
FEE SCHEDULE

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| 1. Production; when party supplies outline and script at time the production is requested: | \$300 per minute of final programming. |
| 2. Production; when party does not supply outline and script at time the production is requested: | \$400.00 per minute of final programming. |
| 3. Duplication; when party provides a tape: | \$20.00 per tape - no editing |
| 4. Duplication; when party does not provide a tape: | \$25.00 per tape - no editing |